

REMARKS

Applicant thanks the Examiner for the thorough examination of the present application, and respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow. At the time of the outstanding Final Office Action dated March 3, 2010 ("Final Action"), claims 1-37 were pending. Of these, claims 1-16 and 18-37 have been amended to clarify the claimed subject matter.¹ In addition, new claims 38-53 have been added to further protect aspects of the application. The amendments and new claims do not add new matter, and support for the amendments and new claims may be found throughout the specification as originally filed. Thus, upon entry of this response, claims 1-53 will be pending for examination.

The Final Action rejects claims 1-37 under 35 U.S.C. § 103(a) as allegedly being unpatentable in view of U.S. Patent No. 7,046,649 ("Atwater") in view of U.S. Patent No. 6,473,419 ("Gray"). Applicant traverses this rejection for at least the reasons set forth below.

I. Claims 1-5 and 20-23

With regard to independent claims 1 and 20, the Final Action asserts that Atwater discloses every claim element except for power save status and enabling transmission protection at a second station. The Final Action, however, asserts that Gray teaches these claim elements absent from Atwater. Applicant respectfully disagrees. Neither Atwater nor Gray, whether considered alone or in combination, discloses or suggests (1) "determining, at a first device, a power save status of a second device," and (2) "responsive to a determination that the second device is not in a power save state, (i) enabling transmission protection at the first device; and (ii) transmitting, from the first device, a message requesting that a third device enable transmission protection," as recited in amended claim 1 and similarly recited in amended claim 20.

¹ Applicant notes that a number of amendments were made for formal and stylistic reasons (*e.g.*, amending "station" to "device"). In making these amendments, Applicant does not intend to narrow the scope of these claims, nor does it intend to surrender any claim scope with regard to the Doctrine of Equivalents.

A. Neither Atwater nor Gray discloses determining, at a first device, a power save status of a second device.

Independent claim 1, as amended, recites “determining, at a first device, a power save status of a second device.” Independent claim 20 includes a similar element. Atwater and Gray do not disclose or suggest this element.

Atwater teaches “enabl[ing] a single device to interface via both IEEE 802.11 radio system and a Bluetooth radio system.” (Atwater at 3:4-6, emphasis added). This is accomplished via an “interoperability device 106 [that] deactivates the Bluetooth transceiver (110/114) whenever the IEEE 802.11 transceiver (108/112) is activated, and vice versa.” (Atwater at 34-37, emphasis added.) Hence, Atwater is directed to “solv[ing] the fundamental problem associated with providing both a Bluetooth radio system and an IEEE 802.11 radio system in a single device.” (Atwater at 5:15-18, emphasis added.) That is, Atwater teaches communicating and activating/deactivating transceivers within a single device.

In contrast to the teachings of Atwater, independent claims 1 and 20 recite “determining, at a first device, a power save status of a second device.” Because Atwater does not teach or suggest a first device that determines the power save status of *another* device, Applicant respectfully submits that Atwater cannot be reasonably interpreted as teaching this claim element.

Gray does not disclose the above-mentioned claim element absent from Atwater. Gray discloses that “operation of a mobile station is transitioned from the control hold normal substate 94 to the control hold power save substate 102 for delay sensitive communication applications.” (Gray at 7:18-21.) That is, “[t]o ensure ... ready access to a dedicated traffic channel, the air interface resource must be maintained.” (Gray at 23-25.) Because placing a mobile station in a power save substate cannot be reasonably interpreted as “determining, at a first device, a power save status of a second device,” Applicant respectfully submits that Gray does not disclose the above-mentioned claim element absent from Atwater.

- B. Neither Atwater nor Gray discloses (i) enabling transmission protection at the first device and (ii) transmitting, from the first device, a message requesting that a third device enable transmission protection in response to a determination that the second device is not in a power save state.**

Amended independent claim 1 recites “responsive to a determination that the second device is not in a power save state, (i) enabling transmission protection at the first device; and (ii) transmitting, from the first device, a message requesting that a third device enable transmission protection.” Independent claim 20 includes a similar element. Atwater and Gray do not disclose or suggest this element.

With regard to substantially similar claim elements presented in the previous claim listing, the Final Action asserts that Atwater teaches the claim element at 5:64-65 and 6:26-37. (*See*, Final Action at 3.) Applicant has reviewed these portions of Atwater, as well as the rest of Atwater, and respectfully disagrees with this assertion. The cited portion from column 5 of Atwater merely describes transmission/reception of IEEE 802.11 packets, and the cited portion from column 6 of Atwater merely describes a “switching mode of operation, [where] the interoperability device 106 deactivates the Bluetooth transceiver (110/114) whenever the IEEE 802.11 transceiver (108/112) is activated, and vice versa.” Because such a teaching cannot be reasonably interpreted as “enabling transmission at a first device” as well as “transmitting, from the first device, a message requesting that a third device enable transmission protection” in response to a determination that the second device is not in a power save state, Applicant respectfully submits that Atwater fails to disclose or suggest these claim elements.

Furthermore, Applicant submits that Gray does not teach or suggest the above-mentioned claim elements absent from Atwater. As mentioned above, Gray discloses that “operation of a mobile station is transitioned from the control hold normal substate 94 to the control hold power save substate 102 for delay sensitive communication applications.” (Gray at 7:18-21.) Gray, however, does not teach or suggest “enabling transmission at a first device” as well as “transmitting, from the first device, a message requesting that a third device enable transmission

protection” in response to a determination that the second device is not in a power save state. Thus, Gray cannot be reasonably interpreted as teaching the claim elements absent from Atwater.

II. Claims 6, 7, 24, and 25

- A. **Neither Atwater nor Gray discloses (i) enabling transmission protection at the first device and (ii) broadcasting a message requesting that a third device enable transmission protection in response to receiving a first frame from a second device.**

Independent claim 6 recites “receiving, at a first device, a first frame from a second device” and “in response to receiving the first frame from the second device, (i) enabling transmission protection at the first device; and (ii) broadcasting from the first device a message requesting that a third device enable transmission protection.” Independent claim 24 includes similar claim elements. Applicant respectfully submits that Atwater and Gray, whether considered alone or in combination, do not disclose these claim elements because, as discussed above in Section I, Atwater is merely directed to “enabl[ing] a single device to interface via both IEEE 802.11 radio system and a Bluetooth radio system” (Atwater at 3:4-6, emphasis added), and Gray is directed to transitioning a mobile station “from the control hold normal substate 94 to the control hold power save substate 102 for delay sensitive communication applications” (Gray at 7:18-21.). Because such teachings fail to describe the two claimed actions responsive to a received frame, Applicant submits that Atwater and Gray do not render obvious these claim elements. Put another way, because Atwater and Gray do not teach a first device that, in response to receiving a frame from a second device, “(i) enabl[es] transmission protection at the first device” and “(ii) broadcast[s] from the first device a message requesting that a third device enable transmission protection,” these references cannot be reasonably interpreted as teaching the claim elements set forth in independent claims 6 and 24.

III. Claims 8-15 and 26-33

A. Neither Atwater nor Gray discloses transmitting a first enabling message and a second disabling message in a continuous alternating pattern.

Independent claim 8, as amended recites “transmitting, from a first device, a first message requesting that a second device enable transmission protection and a second message requesting that the second device disable transmission protection, wherein the first message and the second message are continuously transmitted in an alternating pattern, and wherein a time period separates the transmission of the first message and the transmission of the second message.”

Amended independent claim 26 includes a similar claim element. Applicant respectfully submits that Atwater and Gray, whether considered alone or in combination, do not disclose or suggest this claim element. In particular, and in light of the description of Atwater and Gray above, Applicant submits that neither Atwater nor Gray discloses (1) transmitting, from a first device, a first message requesting that a second device enable transmission protection and a second message requesting that the second device disable transmission protection, (2) that such first and second messages are continuously transmitted in an alternating pattern, and (3) that a time period separates the transmission of the first message and the transmission of the second message.

Hence, Atwater and Gray cannot be reasonably interpreted as disclosing this claim feature.

B. Neither Atwater nor Gray discloses adjusting a time period separating the transmission of the first and second message in response to a received message.

In addition to the above, amended independent claim 8 also recites “in response to receiving a message from a third device at the first device, adjusting the time period separating the transmission of the first message and the second message.” Amended independent claim 26 includes a similar claim element. Because neither cited reference teaches or suggests adjusting a time period separating the transmission of a first message and a second message in response to

receiving a message from a third device at a first device, Applicant respectfully submits that Atwater and Gray cannot be reasonably interpreted as rendering obvious this claim element.

IV. Claims 16-19 and 34-37

A. Neither Atwater nor Gray discloses transmitting from a first frame comprising a duration field value.

Independent claim 16, as amended, recites “transmitting from a first device a first frame comprising a duration field with a value to a second device via a shared-communications channel in a wireless local area network in accordance with a first modulation scheme.” Independent claim 34 recites similar claim elements. The Final Action addressed a similar claim element by relying on the statement in Atwater with regard to Figure 3 that “[t]he total duration of a HV-i voice packet is 330 μ s.” (Atwater at 8:60.) This reliance, however, is misplaced because Atwater is merely indicating the duration of a packet and is not describing “a first frame comprising a duration field with a value.” (Emphasis added.) That is, because Atwater does not describe a frame including a duration field with a value, Atwater cannot be reasonably interpreted as teaching this claim element recited in independent claims 16 and 34.

V. New Claims 38-53

New claims 38-53 have been added to further protect aspects of the present application. Because these claims include elements substantially similar to those included in claims 1-37, Applicant respectfully submits that these new claims are distinguishable from the cited references for at least the same reasons discussed above.

CONCLUSION

Because none of the references cited in the Final Action, either separately or in combination with each other, teaches or suggests all of the features recited in independent claims 1, 6, 8, 16, 20, 24, 26, 34, 38, 42, 44, and 50 Applicant submits that independent claims 11, 6, 8, 16, 20, 24, 26, 34, 38, 42, 44, and 50 are patentable over these cited references. Furthermore,

because dependent claims 2-5, 7, 9-15, 17-19, 21-23, 25, 27-33, 35-37, 39-41, 43, 45-49, and 51-51 are each directly or indirectly dependent upon independent claims 1, 6, 8, 16, 20, 24, 26, 34, 38, 42, 44, and 50, Applicant submits that each of these claims are allowable for at least the same reasons discussed above, in addition to other reasons which Applicant reserves the right to argue at a later time if necessary.

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested. The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by the credit card payment instructions in EFS-Web being incorrect or absent, resulting in a rejected or incorrect credit card transaction, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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